

TENTATIVE AGREEMENT

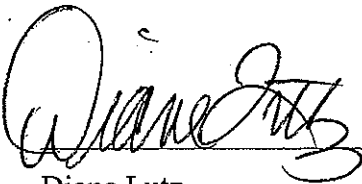
PREAMBLE

Pursuant to RCW 41.56, this Agreement is entered into by the State of Washington and the Washington State Patrol as the authorized representative of the State, referred to as the "Employer," and the Washington State Patrol Lieutenants Association, referred to as the "Association." The Chief of the Washington State Patrol may delegate authority as the Employer for operational necessity.

The parties agree that this Agreement is made and entered into for the purpose of setting forth the mutual understandings of the parties. Furthermore, both the Employer and the Association are committed to equitable, efficient, fair, appropriate, and proper operation of the Washington State Patrol in order to enhance the health, safety, and welfare of all employees, while we answer our citizens' call for public safety. The parties further agree that nothing contained in this Preamble shall be the sole basis for filing a grievance.

For the State of Washington:

For the Association:

 6/27/06

 6/27/06

Diane Lutz

date

Leann Paluck

date

Chief Spokesperson

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 1 RECOGNITION

1.1. Recognition

In accordance with the actions of the Washington Public Employment Relations Commission on July 20, 1994, the Employer recognizes the Association as the exclusive bargaining representative for all employees in the classifications covered by this Agreement as identified in Section 1.2 of this Article, for the purpose of establishing terms and conditions of employment in accordance with the provisions of RCW 41.56.

1.2. Bargaining Unit

The Washington Public Employment Relations Commission (PERC) shall determine which employees shall be included within the bargaining unit.

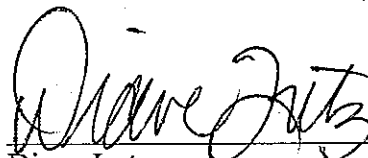
1.3. Employees

For the purpose of this Agreement, the term "employee(s)" shall mean those fully commissioned officers holding positions in the bargaining unit.

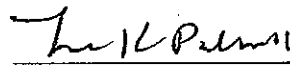
1.4 Probationary Employees

Probationary employees are members of the bargaining unit and pursuant to RCW 43.43.060 may be suspended or demoted at the sole discretion of the Employer. Neither the reason for the disciplinary action, nor the disciplinary action itself, may be the subject of an appeal to a Trial Board, nor of a grievance or an appeal to the Disciplinary Review Board processed through the provisions of this Agreement.

For the State of Washington:


Diane Lutz 6/23/06
Chief Spokesperson date

For the Association:


Leann Paluck 6/27/06
Chief Spokesperson date

TENTATIVE AGREEMENT

ARTICLE 2

SUBCONTRACTING

2.1. Subcontracting

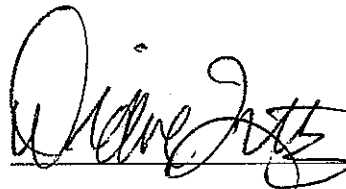
The Employer will not contract or subcontract (transfer work to an external source outside the agency) work typically and historically performed by members of this Association.

2.2. Positions

Lieutenants and Captains shall be sworn police officers and graduates of the Washington State Patrol Academy.


For the State of Washington:

For the Association:

 6/27/06

Diane Lutz date

Chief Spokesperson

 6/27/06

Leann Paluck date

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 3

MANAGEMENT RESPONSIBILITIES

3.1. Management

It is understood and agreed that the Employer possesses the sole right, authority, and responsibility to lawfully operate the agency and to command and direct the employees of the Washington State Patrol in all aspects, except that management may not act in any manner contrary to the provisions of this Agreement, or the provisions of the Employee Regulation Manual. These authorities and responsibilities include, but are not limited to, the following:

- A. To exclusively determine and execute its mission, policies, and all standards of service provided to the public;
- B. To plan, direct, schedule, command, and control the service operations furnished by the employees of the department;
- C. To set standards of service including quantity and quality of work to be performed and the responsibility to maintain the efficiency of operations;
- D. To determine the methods, means, and number of personnel needed to carry out the operations and services of the Employer;
- E. To determine the location(s) of operations/offices; including to temporarily or permanently move operations or portions thereof to other locations provided the Employer complies with its bargaining obligations with the Association;

- 1
- 2 F. To determine the composition and direction of the work force;
- 3
- 4 G. To hire, commission, train, assign, test, evaluate, and transfer employees
- 5 within the Department;
- 6
- 7 H. To promote, demote, suspend, discipline, or discharge employees for
- 8 cause pursuant to applicable law and the regulations of the Employer as
- 9 well as the provisions of this contractual Agreement;
- 10
- 11 I. To manage and direct the work force including the scheduling and
- 12 assigning of work and hours to employees provided the Employer
- 13 complies with its bargaining obligations with the Association;
- 14
- 15 J. To establish and govern lawful rules and regulations pertaining to on-duty
- 16 and off-duty employment and conduct if that conduct affects an
- 17 employee's on-duty performance in accordance with Article 18.2 of this
- 18 Agreement;
- 19
- 20 K. To obtain, use, assign, and consolidate facilities as well as all issued
- 21 equipment;
- 22
- 23 L. To implement new or improved methods, equipment of facilities;
- 24
- 25 M. To determine whether overtime is necessary and, if so, to assign and
- 26 require overtime pursuant to the RCWs, WACs and other provision of this
- 27 Agreement, if applicable;
- 28
- 29 N. To determine the creation, continuance, termination, change or
- 30 consolidation of job or department or of partial or total operations

(including discontinuance of the performance by department employees)
provided the Employer complies with its bargaining obligations with the
Association.

3.2. Failure to Exercise a Right

The Employer's failure to exercise such rights in a particular way shall not be
deemed a waiver of the right to exercise such rights in other ways not in conflict
with the express terms of this Agreement.

For the State of Washington:


For the Association:



Diane Lutz

date

Chief Spokesperson



Leann Paluck

date

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 4

COMPLETE AGREEMENT

4.1. Obligations

Pursuant to their statutory obligations to bargain in good faith, the Employer and the Association have met in full and free discussion concerning matters appropriate for collective bargaining as defined in Chapter RCW 41.56 and over which the Employer may lawfully exercise discretion. As a result of such negotiations, the parties have reached agreement concerning mandatory and selected permissive subjects of bargaining.

4.2. Complete Agreement

This contractual Agreement incorporates the sole and complete agreement between the Employer and the Association resulting from these negotiations, and any past agreement between the parties, whether written or oral, is null and void, unless specifically preserved in this Agreement. The Association agrees that the Employer has no obligation during the terms of this Agreement to bargain wages, hours or working conditions except as set forth in Section 4.6 below. Therefore, the Employer and the Association, for the life of this Agreement and any extension thereof, each agrees that the other shall not be obligated to bargain collectively or negotiate in any form with the other with respect to any subject matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement.

4.3. Precedence

Should any article, section, or portion of this Agreement conflict with any provisions of Washington State Patrol's regulations, manuals, practice, rule and/or custom in effect on the date of this Agreement, this Agreement shall control.

4.4. Savings Clause

If any article, section, or portion thereof of this Agreement is held unlawful or invalid by any court or board of competent jurisdiction, or is in conflict with existing laws, such invalidity shall apply only to the specific article, section, or portion thereof directly affected. The remaining provisions shall remain in full force and effect. If such a finding is made, a substitute for the unlawful, invalid or conflicting article, section or portion will be negotiated at the request of either party. Negotiations will begin within sixty (60) calendar days of the request.

The Employer and the Association acknowledge that certain provisions of this Agreement are dependent upon the capacity, scope, and budget of the new SAP Human Resource Management System. If it is determined by the Department of Personnel or the WSP that the new SAP Human Resource Management System as it is implemented for the WSP cannot support the implementation of any provision of this Agreement by July 1, 2007, the parties will reopen that subject for the purpose of renegotiating implementation of the provision.

4.5. Existing Standards

Except as to the provisions of this Agreement and as set forth in Section 4.6 below, the Employer is not limited, confined, or restricted by past practice, rule, custom, or regulation in carrying out the mission of the Employer.

4.6 Mandatory Subjects

The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject. The Employer will notify the Association of these changes in writing and the Association may

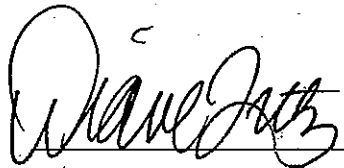
1 request negotiations on the impact of these changes on employees' working
2 conditions within the provided notice period. In the event the Association does
3 not request negotiations within the notice period, the Employer may implement
4 the changes without further negotiations. There may be emergency or mandated
5 conditions that are outside of the Employer's control requiring immediate
6 implementation, in which case the Employer will notify the Association as soon
7 as possible.


8
9 The parties will agree to the location and time for the negotiations. Each party is
10 responsible for choosing its own representatives for these activities.

11
12 4.7 Nothing contained in this Agreement shall be interpreted as the Employer
13 agreeing to change a permissive subject of bargaining to a mandatory subject of
14 bargaining. The Association has not waived its rights to demand negotiation over
15 any mandatory subject of bargaining whether or not addressed in this Agreement.
16
17

18 For the State of Washington:

For the Association:

19
20  8/10/06

 8/23/06

22 Diane Lutz date

Leann Paluck date

23 Chief Spokesperson

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 5

NON-DISCRIMINATION

5.1. Association Activities

The parties agree employees shall have the right to form, join, and participate in the lawful activities of the Association for the purpose of representation in matters of employment relations. No employee shall be interfered with, restrained, coerced, or discriminated against because of the exercise of such rights.

5.2. Non-discrimination

Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran or Vietnam era veteran, sexual orientation, or any real or perceived sensory, mental or physical disability. Bona fide occupational qualifications based on the above traits do not violate this Section. Claims of discrimination pursuant to this Section shall not be subject to the grievance procedure of this Agreement. Employees may file complaints with the appropriate federal or state agencies, however, nothing in this Agreement precludes the parties from attempting informal resolution through the Human Resources Division or the Office of Professional Standards.

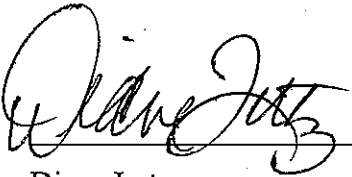
5.3. Decisions

If a bargaining unit member pursues remedies for alleged unlawful discrimination through federal or state agencies charged with investigating such matters, or through the courts, then the decision of such agency, agencies, or court affecting

1 that issue shall supersede any decisions, settlements, or agreements reached
2 through the grievance procedure in this Agreement.
3
4


5 For the State of Washington:

For the Association:

6
7  6/27/06
8

9 Diane Lutz date

10 Chief Spokesperson
11

 6/27/06

Leann Paluck date

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 6

ASSOCIATION BUSINESS

6.1. Association Executive Officers

The names of members selected to serve as Executive Board officers of the Association shall be provided in writing to the Chief of the Washington State Patrol or designee within fifteen (15) days of the appointment.

6.2. Non-paid Release Time

A. Non-paid release time shall be granted to the Executive Board officers for internal Association business. It is agreed that the opportunities granted by this provision are subject to the operational requirements of the Employer and require prior supervisory approval. Whenever possible, such approval must be sought ten (10) days in advance but shall not be unreasonably denied.

B. Each Executive Board officer will usually be expected to perform his/her duties as a representative of the Association on his/her own time. However, it is recognized that from time to time it will be necessary for Association activities to be carried on during working hours of the Executive Board officer for the processing of written grievances and the representation of Association members in grievance hearings, due process meetings, or other meetings scheduled by management. When the Association activities involving processing written grievances and representation of Association members during grievance hearings, due process meetings, or other meetings scheduled by management occur during an Association representative's regularly scheduled duty hours, the

activities may be performed on duty. If the activities require the Association representative to travel to a district other than his/her own, then actual travel time up to three (3) hours will be on duty. On duty time spent on Association activities in accordance with this Agreement shall be recorded on the Time and Activity Report using the appropriate code for union activities. No overtime, compensatory time, call-out pay, or shift adjustment penalty shall be authorized. Investigation of grievances shall be on the Executive Board member's own time.

6.3 Bargaining Time

A. Not more than four (4) members of the Association's negotiating team shall be allowed to attend collective bargaining negotiations for a successor to this Agreement on on-duty status. If a negotiation session is scheduled on the regular workday of a member, the member shall be entitled to his/her regular compensation for that day, but shall not be entitled to any overtime payments, regardless of the duration of the negotiations session. Penalty payments as the result of a meeting date being changed or postponed shall not be allowed. All travel associated with the bargaining process shall be on off-duty time. If a negotiations session is scheduled on the regular day off of a member, the member shall attend the negotiations session on off-duty time.

B. All expenses incurred by the members of the Association's bargaining team shall be the responsibility of the Association, not the Employer.

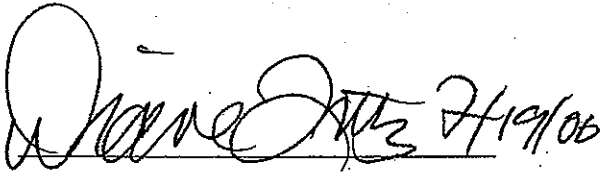
6.3. Use of Department Equipment/Facility

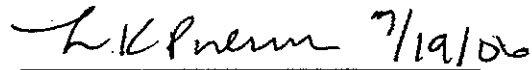
State-owned equipment shall not be used for Association business. However, the use of the departmental telephone systems such as SCAN or Microwave are only authorized for a brief telephone conversation to allow the employee the

1 opportunity to notify his/her representative that he/she is seeking advice or
2 guidance pertaining to a grievance or disciplinary issue.
3
4
5

6 For the State of Washington:

For the Association:

7
8  7/19/06

 7/19/06

10 Diane Lutz date

Leann Paluck date

11 Chief Spokesperson

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 7

ASSOCIATION SECURITY

7.1. Dues and/or Fair Share Deductions

Upon the written authorization of an employee, the Employer shall deduct the monthly Association dues and/or fair share contributions from the salary of employees who are members of the Association bargaining unit. Withholding shall occur in each payroll cycle. The Association shall give the Employer timely notice of any change in the level of dues or fair share contributions of its bargaining unit members. The total amount deducted from unit members at each payroll cycle shall be transmitted within twenty (20) days to the Association, together with a list of employees from whom dues or fair share contributions were withheld and the amount withheld from each employee. The Employer will not be held liable for good-faith check-off errors, but will make proper adjustments with the Association for errors within a thirty (30) day period. Provided the Employer acts in good faith, the Association will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer as a result of the Employer's enforcement of the above provisions, as the result of any check-off errors, or as a result of the application of this Article.

7.2. Enforcement of Union Security

Upon written notification by the Association representative that an employee has not paid the required dues or fair share contributions, the Department shall give thirty (30) calendar days written notice to the employee of his/her dismissal for failure to either join the Association and pay the required dues or to waive membership in the Association and pay the required "fair share" contributions. If

1 an employee pays delinquent dues or "fair share" contributions within thirty (30)
2 calendar days of the Department's notice of dismissal, the dismissal action shall
3 be rescinded.
4

5 **7.3. Religious Exemptions**

6 Religious exemptions shall be handled in accordance with state and federal law.
7

8 **7.4. Fair Share Contributions**

9 Fair share contributions shall be handled in accordance with state and federal law.
10

11 A. Employees who are not members of the Association shall make payments,
12 not to exceed an amount equal to Association dues, in lieu of Association
13 dues. These payments shall be for costs of the Association that are
14 germane to the collective bargaining process. Failure of an employee to
15 pay the fair share contributions or become a member of the Association
16 within thirty (30) calendar days following the employee's start of
17 employment or within sixty (60) calendar days of the signing of this
18 Agreement, whichever is later, shall cause that employee to be dismissed
19 as hereinafter provided. Such payments shall be made in the amounts
20 allowed under applicable federal and state law for payments and, upon
21 written authorization of the employee, shall be deducted from the salary of
22 each employee, each month. The Employer shall remit the fair share
23 payments to the Association within twenty (20) days after the deduction is
24 made.
25

26 B. Upon written notification by the Association representative that an
27 employee has not complied with the fair share requirements, the Employer
28 shall give thirty (30) calendar days' written notice to the employee of

his/her dismissal for failure to join the Association or pay the fair share contribution. If an employee complies with the fair share requirements within thirty (30) calendar days, the dismissal action shall be rescinded.

7.5 Bargaining Unit Information

The Employer will notify the Association, in writing, of the names and mailing addresses of new lieutenants and captains as soon as possible, but no later than thirty (30) days after the promotion.

For the State of Washington:



Diane Lutz

date

Chief Spokesperson

For the Association:



Leann Paluck

date

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 8

EMPLOYEE RIGHTS IN INVESTIGATIONS

8.1. The Employer has the authority to determine the method of conducting investigations; however, an investigation based on a complaint must be conducted in an open and fair manner, with the truth as the primary objective. Any proposed change to any term or provision of the Regulation Manual or Administrative Investigations Manual concerning internal investigations shall be subject to the concurrence process in Article 24.

8.2. The Employer accepts and investigates complaints against employees. The Employer shall continue to use a citizen complaint form. The form shall contain at least the following information:

- A. The complainant's name and address;
- B. The date of the complaint;
- C. The specific allegations against the employee; and
- D. A signature line for the complainant's use.

The citizen shall be advised that if he/she chooses not to sign the form and if the allegation is minor, the Employer will not investigate the complaint but will advise the employee of the existence of the complaint. A citizen choosing not to sign the form will also be advised that if the allegation is moderate or major, the Employer reserves the right not to pursue an investigation and/or to discontinue

1 an investigation once commenced.
2

3 8.3. The provisions of this Article will not apply to routine discussions with an
4 employee in the normal course of duty. They shall apply when the employee is
5 subject to questioning by a supervisor or any other member of the department, and
6 where the employee reasonably believes such questioning is about actions or a
7 failure to act by the employee, that, if proven, could lead to discipline.
8

9 8.4. De minimis (minor or insignificant) variations from the following provisions shall
10 not be the basis for overturning discipline or affect the admissibility of evidence.
11

12 8.5. Prior to questioning, the employee under investigation shall be informed of the
13 name of the person in charge of the investigation, the name(s) of his/her
14 questioners and all other persons to be present during the questioning. The
15 employee shall be informed of what investigative section the investigator
16 represents.
17

18 8.6. The questioning shall be conducted while the employee is on-duty, unless the
19 seriousness of the investigation requires otherwise. If the questioning occurs
20 during off-duty time of the employee being questioned, the employee shall be
21 compensated for such off-duty time in accordance with regular Employer
22 procedures. If an employee is required to return from leave to appear for
23 questioning, the employee shall be paid for the time under the provisions for a call
24 out under Article 10.6, and the employee will have leave hours equal to the
25 amount of time spent appearing for the questioning (including travel time),
26 rounded up to the nearest hour, returned to the appropriate leave balance.
27

28 8.7. Any questioning session shall be for a reasonable period, taking into consideration
29 the gravity and complexity of the issue being investigated. Employees being

questioned shall be allowed to attend to their own personal physical necessities as needed.

8.8. If prior to or during any questioning it appears the employee's actions or omissions may amount to criminal conduct, the investigation shall stop and the Chief shall be notified immediately. The Chief shall determine whether to continue the administrative investigation or to conduct a criminal investigation or both.

8.9. During any criminal investigation conducted of an employee by the Employer or its agent, any attempt to obtain a written or verbal statement from the employee under investigation will be preceded by the giving of and inquiring as to the understanding of the employee's constitutional rights.

8.10. Employees are required to fully and truthfully answer all questions asked during, and cooperate fully in, any and all administrative investigations. All questions asked and actions taken during such administrative investigations will be specifically, directly, and narrowly related to performance of duties within the scope of employment and fitness to hold the position

8.11. Prior to any questioning, the employee being investigated shall be informed in writing of the name(s) of the complainant(s) if known (unless the complainant is a peer or subordinate), the date the complaint was received, the specific violations alleged, and the department rules or regulations allegedly violated. The employee may agree to answer questions at that time or request that questioning be delayed for up to five (5) calendar days in order to obtain legal advice or other assistance. If the Employer decides to substitute the Department as the complainant, the Employer agrees to contact the Association to discuss the reasons for doing so.

8.12. **Witness Interviews**

1
2 A. If during a witness interview an employee makes a self-incriminating
3 statement regarding a criminal offense that might lead to disciplinary
4 action, the interview will cease and the employee will be advised why the
5 interview is ending and what actions will be taken.

6
7 B. In situations where the employee believes that his or her answers in a
8 witness interview may disclose his or her own possible violations of the
9 law and/or regulations, the employee shall have the right to assert his or
10 her rights to Association representation and/or protection against self
11 incrimination under Weingarten v. NLRB and/or Miranda v. Arizona.

12
13 C. An employee involved in a situation described in this Section will have the
14 opportunity to confer privately with his or her legal advisor or Association
15 representative before questioning continues.

16
17 8.13. If an employee is to be subjected to a form of discipline which, under the terms of
18 this Agreement, is not appealable, and such discipline is based upon an
19 employee's responses when the employee was questioned as a witness, the
20 employee shall be given an opportunity to present a response to the allegations
21 against her/him before the discipline is imposed.

22
23 8.14. If any employee refuses to answer questions based on the constitutional right
24 against compelled self-incrimination, the employee may be advised of his/her
25 rights under Garrity v. New Jersey. That is, the employee will be informed that
26 the continued refusal to answer questions can be the basis for disciplinary action,
27 including termination, and that any answers to such questions or information
28 derived from answers cannot be used in any way in any subsequent criminal
29 proceeding.

1 8.15. Prior to questioning about an incident which could reasonably be expected to
2 result in discipline, the Employer's representative shall notify the employee of the
3 employee's right to be represented by either an Association representative or
4 counsel during the course of the questioning, and of the right to five (5) days
5 advance notice of questioning. Employees, at their request and own expense,
6 shall have the right to be represented by a person of their choice, who may be
7 present at all times during the questioning. The employee's representative may
8 counsel the employee only to the extent allowed by law under Weingarten v.
9 NLRB and its progeny. The employee may be accompanied by both an attorney
10 and an Association representative during the disciplinary interview; provided,
11 however, only one of them may speak at the interview on behalf of the employee.
12

13 8.16. Employees shall not be subjected to any offensive language, nor shall
14 investigators make promises or threats as an inducement to answer questions.
15

16 8.17. The Employer shall not cause employees being questioned to be subjected to
17 visits by the press or news media, nor shall their home address or photograph be
18 given to the press or news media without the employee's express consent, unless
19 required by public disclosure laws.
20

21 8.18. The complete questioning of an employee may be recorded by the Employer, the
22 employee, and/or the employee's representative. If a tape recording is made of the
23 questioning, the employee shall be entitled to a copy of any tape recording in
24 which he/she participated. If a transcript is made of the tape recording, and the
25 finding on the complaint is sustained, then the employee shall also be entitled to a
26 copy of the tape transcription. The employee shall be informed prior to the start
27 of the questioning that the session will be recorded.
28

29 8.19. Employees involved in the use of lethal force shall be advised of their rights to
30 and allowed to consult with an Association representative and/or attorney prior to

1 being asked to give an oral or written statement about the use of lethal force.
2 Such right to consult with a representative or with counsel shall not prevent the
3 Employer from obtaining critical information regarding the status of the incident,
4 e.g. suspects still at large or the location of critical evidence, or unduly delay the
5 giving of the interview, and shall not take longer than 48 hours in any case.
6

7 **8.20.** Whenever an employee is charged with a criminal offense arising out of the
8 performance of an official act which was fully in conformity with established
9 written rules, policies, and guidelines of the Employer, the Employer shall request
10 the Attorney General to defend the employee. The Employer will defend the
11 employee at the Employer's expense if the Attorney General concurs that the
12 employee's acts or omissions fall within the scope of RCW 10.01.150. Whenever
13 an employee is named as a civil defendant based on alleged acts or omissions
14 which were, or were purported to be, in good faith and within the scope of the
15 employee's official duties, the Employer shall request the Attorney General to
16 defend the employee. The Employer will defend the employee in such civil
17 action if the Attorney General finds that the employee's acts or omissions fall
18 within the scope of RCW 4.92.070.
19

20 **8.21 Investigation Timelines**
21

22 A. Complaints shall be accepted or rejected by the Employer within ten (10)
23 days of receipt. Complaints shall be deemed accepted when the
24 Commander of OPS signs the Internal Incident Report (IIR). Timelines
25 shall begin when a complaint is accepted.
26

27 B. Within five (5) scheduled employee workdays of accepting a complaint
28 against an employee, the Employer shall forward a copy of the IIR and
29 any attachments to the employee, unless such notification will endanger
30 the investigation of the complaint. If an employee is on leave, the five (5)

1 scheduled employee workdays do not begin until the employee returns
2 from leave.

3
4 C. Investigations arising out of minor complaints shall be completed within
5 sixty (60) calendar days, moderate complaints within ninety (90) days, and
6 major complaints within one hundred twenty (120) days. If the
7 investigation cannot be completed within these timeframes, an extension
8 may be granted in accordance with Subsections 8.21 D and E below.
9 Investigations shall be deemed completed when the employee is advised
10 of the Employer's contemplated discipline.

11
12 D. Investigations arising out of moderate or major complaints may be
13 extended due to reasonably determined, exigent circumstances beyond the
14 control of the Employer. Such circumstances shall include the following:

- 15
16 1. Complexity of the investigation.
- 17
18 2. Pre-scheduled, extended leave (including extended annual leave or
19 mandatory training) or unexpected illness of personnel integral to
20 the investigation.
- 21
22 3. Unavailability of witnesses after reasonable efforts to locate.
- 23
24 4. Undue delays in transcription of interview tapes.
- 25
26 5. Delays caused by the Association or its representatives.
- 27
28 6. Emergencies.
- 29

Investigations covered by this Subsection may also be extended if the appointing authority requests specific, additional investigation. An extension on this basis shall require the notification in Subsection 8.21 E below and shall be only for such time reasonably necessary to complete the additional investigation.

E. The Employer shall notify the employee being investigated and the Association of any extension. The notification shall include information on when the Employer anticipates completing the investigation and a detailed explanation of the reasons for the extension. If the investigation is not completed by the anticipated completion date the notification shall be repeated.

F. The Employer's obligation to limit extensions of investigations under Subsection 8.21 D shall be subject to the grievance procedure in Article 17, including arbitration under Step 3. If a grievance is sustained in arbitration the Employer shall be assessed an amount equal to one hundred dollars (\$100.00) for each day the investigation is extended for reasons not deemed reasonably determined, exigent circumstances.

G. This Section 8.12 shall not affect any rights under Article 16. Violation of any timeline set forth in this Section shall not affect any discipline imposed by the Employer. The Association may raise issues of timeliness of investigations as a component of the elements of just cause in a Disciplinary Review Board process, provided, however, that the resolution of any grievance under this Section shall not be raised.

8.22. Defense Cost Reimbursement

Subject to the provisions set forth below, the Employer agrees to reimburse an employee for reasonable, usual, and customary legal fees incurred as a direct

1 result of a criminal investigation or criminal charges arising out of the employee's
2 involvement in actions in the performance of his/her duty. Reimbursement will
3 not be made if (1) the employee is convicted (by verdict or plea) of any criminal
4 charges arising out of the incident; or (2) the employee admits to the underlying
5 facts of the charge (e.g., deferred prosecution); or (3) the Employer sustains
6 disciplinary charges on the basis of the employee's actions that formed the basis
7 of possible criminal liability and the disciplinary charges are sustained upon final
8 appeal; or (4) the employee resigns before a final determination on a disciplinary
9 charge(s) is made. The following provisions shall apply to reimbursement under
10 this Section:

11
12 A. Reimbursement shall be made only at the conclusion of all criminal and
13 disciplinary proceedings against the employee that arise out of the
14 incident.

15
16 B. The defense costs subject to Employer reimbursement shall begin to
17 accrue only after (1) either the Employer or an official of another law
18 enforcement agency conducting an investigation notifies the subject
19 employee that a statement or interview (voluntary or otherwise) is
20 requested, or (2) criminal charges are filed against the subject employee.

21
22 C. The maximum amount of defense costs subject to reimbursement under
23 this Section is two thousand five hundred dollars (\$2,500); provided,
24 however, that the Chief retains the right to reimburse defense costs in
25 excess of such amount on a case-by-case basis.

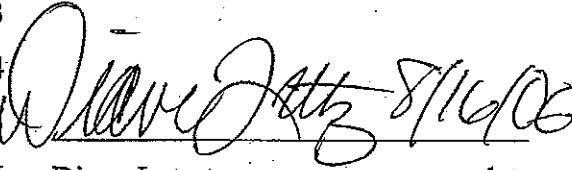
26
27 D. If the Attorney General's office assumes representation of a subject
28 employee under RCW 10.01.150, the Employer's obligation under this
29 Section shall be limited to the amount of costs incurred before the date

1 representation by the Attorney General's office commenced, up to the
2 maximum amount in Subsection C above.
3

4 E. Prior to reimbursement being required the Employer shall be presented
5 with an itemized, detailed invoice from the attorney. If the Employer
6 believes the charges exceed a reasonable, customary, and usual amount,
7 the Employer may submit the invoice to the Washington State Bar
8 Association for review. The decision of the Bar Association as to a
9 reasonable amount shall determine the Employer's reimbursement
10 obligation under this Agreement.
11

12 For the State of Washington:

For the Association:

13
14 
15
16 Diane Lutz

date

17 Chief Spokesperson.
18


Learn Paluck

date

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE 10

HOURS OF WORK AND OVERTIME

10.1. Regular Hours

The regular hours of work each day shall be consecutive unless an employee, with the Employer's approval, splits his/her shift into two (2) segments. Employees shall not be discriminated against for failure to volunteer for a split shift. When an employee works a split shift, the number of hours worked must total a minimum of eight (8) hours in a twenty-four (24) hour period unless the employee, with the Employers approval, agrees to a shorter workday.

10.2. Work Week

The standard workweek shall consist of five (5) consecutive workdays consisting of eight (8) hours within a twenty-four (24) hour period and two (2) consecutive days off.

10.3. Work Day

A. The workday for lieutenants shall consist of an eight (8) hour period within a twenty-four (24) hour period including the paid meal period and rest periods. lieutenants' workday shall begin and end at their assigned work station, provided, however, that if the lieutenant takes traffic law enforcement action (field supervision, responding to an accident, traffic contact and citation, assisting a disabled motorist) while responding to his/her work station, the workday shall begin or end at the time of the traffic law enforcement activity.

1 B. In exchange for the ability to work a straight shift, the Association and the
2 Employer have agreed to a paid meal period and rest periods that vary
3 from and supersede the paid meal and rest periods required by WAC 296-
4 126-092. These agreed to meal and rest periods do not require a relief
5 from duty and may occur intermittently.

6
7 C. Employees who have been scheduled to attend training for one (1) or more
8 full workdays may be scheduled to work a workday with an unpaid meal
9 period. For such employees and for all non-line lieutenants and captains,
10 the workday shall be either a regularly scheduled nine (9) hour day with a
11 one (1) hour unpaid meal period or an eight and one-half (8-1/2) hour day
12 with a one-half (1/2) hour unpaid meal period.

13
14 **10.4. Work Schedules**

15
16 A. The Employer may schedule lieutenants to shifts. The Employer may
17 adjust an employee's workweek and work schedule with prior notice.
18 Supervisors shall provide at least five (5) calendar days notice before
19 changing the shift or work hours of a lieutenant except in an emergency.
20 If less than five (5) days notice is given, employees will be paid at the rate
21 of one and one-half (1 1/2) times their regular rate for all hours worked
22 outside their previous schedule for the duration of the notice period.

23
24 B. The Employer may adjust an employee's workweek and work schedule
25 without prior notice in emergencies. "Emergency" is defined as an
26 extraordinary unforeseen operational need.

27
28 C. Except in an emergency, the Employer agrees not to schedule a lieutenant
29 to two (2) or more different shifts in any one (1) workweek without the
30 agreement of the employee.

1
2 D. Alternate Work Schedules: The Employer agrees to allow the employees
3 to present alternate shifts outside of the normal five (5) day, eight (8) hour
4 shifts in a workweek. The Employer and the employee will review the
5 request, with the Employer retaining the right to approve or deny the
6 request. Nothing will preclude the Employer from changing an
7 employee's work schedule from an alternate schedule to a regular
8 schedule during a week containing a paid holiday, during a week an
9 employee is scheduled to attend training, or for other operational needs, in
10 accordance with Subsection 10.4 A above.
11

12 **10.5. Overtime for Lieutenants**
13

14 A. Overtime is defined as work performed by a lieutenant before or after a
15 shift or on a regular day off.
16

17 B. Lieutenants shall get pre-approval from a supervisor prior to working
18 overtime if a supervisor is on duty. The Employer recognizes that
19 situations will exist when a lieutenant will be unable to contact a
20 supervisor for pre-approval of unanticipated overtime. In this case, the
21 lieutenant will be paid for the necessary overtime, even though it is not
22 pre-approved. All non-emergency overtime (e.g., report writing and
23 vehicle maintenance) shall be preauthorized by the immediate supervisor
24 or designee.
25

26 C. The definition of work, for overtime purposes only, includes:
27

28 1. All hours actually spent performing the duties of the assigned job.
29

1 2. Travel time required by the Employer during normal work hours
2 from one work site to another.

3
4 3. Annual or vacation leave.

5
6 4. Sick leave

7
8 5. Compensatory time.

9
10 6. Holidays.

11
12 7. Any other paid time not listed below.

13
14 Work does **not** include:

15
16 1. Shared leave.

17
18 2. Leave without pay.

19
20 3. Additional compensation for time worked on a holiday.

21
22 4. Time compensated as call out, or any other penalty pay.

23
24 C. Overtime shall be calculated at one and one-half (1-1/2) times the
25 employee's regular rate. The regular rate shall include any shift
26 differential, education incentive, longevity premium, specialty pay,
27 certification pay, and working out of classification pay. The regular rate
28 shall not include any allowable exclusions, and shall be calculated in
29 accordance with the Fair Labor Standards Act. Computation of overtime
30 will be rounded upward to the nearest one-tenth (1/10th) of an hour.

D. **Compensatory Time:** The Employer may grant compensatory time in lieu of cash payment for overtime to an employee, upon agreement between the Employer and the employee. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.

1. **Maximum Compensatory Time:** Employees may accumulate no more than forty (40) hours of compensatory time. Compensatory time hours in the separate bank created by the April 29, 2003 Settlement Agreement between the Association and the WSP will not count against this limit.

2. **Compensatory Time Cash Out:** With the exception of compensatory time hours in the separate bank created by the April 29, 2003 Settlement Agreement between the Association and the WSP, all compensatory time must be used by June 30th of each odd-numbered year (the end of the biennium). The employee's compensatory time balance (excluding the separately banked hours mentioned above) will be cashed out on June 30th of each odd-numbered year or when the employee:

- a. Leaves state service for any reason,
- b. Transfers to a position within the WSP with different funding sources, or
- c. Transfers to another state agency.

10.6. Call-Outs

1 Call-out is defined as response from off-duty status to a non-scheduled
2 assignment or task. Employees working overtime as a result of a call out shall be
3 compensated for one and one-half (1-1/2) times the hours actually worked, or a
4 minimum of three (3) hours straight time, whichever is greater. When called out
5 by Communications or supervisory employees, officers shall be on the air within
6 thirty (30) minutes of the reporting time identified by Communications or the
7 supervisor. Overtime shall be paid for up to thirty (30) minutes prior to the time
8 of required reporting to the assignment.
9

10 **10.7. Shift Extension**

11 Shift extension is defined as any authorized overtime activity occurring after the
12 completion of a regular shift but prior to going out of service. If shift extension or
13 call-out is initiated from a source outside of the department (e.g., a prosecutor),
14 the employee notified shall immediately advise Communications so a CAD entry
15 can be made to account for overtime accrued. Overtime shall be paid for up to
16 thirty (30) minutes prior to the time of required reporting to the assignment. All
17 supervisory employees shall ensure that accrual of overtime is kept to a minimum.
18

19 **10.8 Captains**

20
21 A. In accordance with federal and state law, the Employer has determined
22 that captain positions are overtime exempt and as such are not covered by
23 federal or state overtime laws. Compensation is based on the premise that
24 captains are expected to work as many hours as necessary to provide the
25 public services for which they were hired. The salary paid to captains
26 (including any supplemental compensation in accordance with Article
27 X.12) is full compensation for all hours worked. Normally captains will
28 be expected to work a minimum of forty (40) hours in a workweek.
29

TENTATIVE AGREEMENT

ARTICLE 11 HOLIDAYS

11.1. General

The Holidays specified in Section 11.2 below are paid non-working days. Actual hours of work required on holidays will be reimbursed in holiday credits at one and one-half (1-1/2) times the number of hours worked in addition to the employee's regular rate of pay. When a regular day off falls on a holiday, the employee will be given either the preceding or following workday as the holiday. The provisions of this Section do not apply to those employees on annual, sick, disability leave, or any leave identified in Article 13 (Other Leaves) of this Agreement. If a holiday occurs during an employee's annual leave, the employee shall not have a day of annual leave deducted or accumulate a holiday credit.

11.2. Holiday Days

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November

1 The Friday immediately following Thanksgiving Day

2 Christmas Day December 25

3
4 **11.3. Designated Holiday**

5 Since employees normally work a Monday-through-Friday schedule:

6
7 If a legal holiday falls on Saturday, the proceeding Friday shall be designated as
8 the holiday. If a legal holiday falls on Sunday, the following Monday shall be the
9 holiday.

10
11 If an employee is not working a Monday-through-Friday schedule and a holiday
12 falls on a regularly scheduled day off, either the last preceding or the next
13 following work day will be the holiday. Supervisors shall designate which day
14 will be the holiday on an individual basis.

15
16 If a holiday is on a scheduled workday and the officer becomes ill or injured, no
17 holiday credit shall be granted, nor sick leave deducted.

18
19 **11.4. Personal Holiday**

20 All full-time employees, after four (4) full months of employment, are entitled to
21 one (1) added day of personal leave with pay each calendar year. Such leave may
22 be taken as mutually agreed to by the supervisor and the employee. Personal
23 holidays must be taken during the calendar year or the entitlement to the day will
24 lapse, except that the entitlement will carry over to the following year when an
25 otherwise qualified employee has requested a personal holiday and the request has
26 been denied.

27
28 Employees on temporary disability leave, upon request, shall be permitted to
29 carry the personal holiday forward to the following year. Employees requesting

1 such an accommodation shall submit a statement requesting the extension and the
2 reason for the request.

3
4 **11.5. Holiday Credits**

5 Lieutenants and captains may accumulate holiday credits, up to a maximum of
6 eighty (80) hours.

7
8 A. Accrual

9 Employees who accrue a holiday credit balance in excess of the maximum
10 shall take the excess hours before their next anniversary date of
11 employment or the excess hours shall be lost. The employee is
12 responsible for working with his/her supervisor to ensure that excess
13 holiday credit hours are used prior to the anniversary date. If the
14 employee is not allowed to use holiday credit hours due to operational
15 necessity, the credits will not be lost.

16
17 B. Retirement

18 The employee on his/her retirement date will lose any holiday credit hours
19 in excess of eighty (80) hours; except that the Employer may allow a
20 retiring employee to use up to eighty (80) hours of excess holiday credits
21 prior to the employee's retirement date by extending the employee's
22 retirement date. Only those hours (up to the maximum of eighty (80)
23 hours) accrued for holidays actually worked during the two (2) years on
24 which retirement benefits are based will be used to compute final average
25 salary.

26
27 The decision of the Employer to extend the retirement date pursuant to this
28 section will result in the Employer granting an exception to the loss of
29 accumulated annual leave if the extension of the retirement date takes the
30 employee past his/her anniversary date.

C. Separation

Employees shall be paid for all accrued holiday credits up to eighty (80) hours when separating from employment; this does not include the personal holiday.

For the State of Washington:

For the Association:

 6/27/06

Diane Lutz

date

Chief Spokesperson

 6/27/06

Leann Paluck

date

Chief Spokesperson

ARTICLE 12
SICK LEAVE

12.1. Sick Leave

The Employer agrees to follow state law and WSP Regulations in administering sick leave. After a full-time employee has been in pay status for eighty (80) non-overtime hours in a calendar month, the employee will accrue eight (8) hours of sick leave. Part-time employees will accrue sick leave in an amount proportionate to the number of hours the part-time employee is in pay status in the month to that required for full-time employees.

12.2 Sick Leave Use

Sick leave will be charged in one-tenth (1-10th) of an hour increments and may be used for the following reasons:

- A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal and/or preventive medical or dental appointments.
- B. Care of family members as required by the Family Care Act, WAC 296-130.
- C. Qualifying absences for Family and Medical Leave.
- D. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
- E. Preventive health care of relatives or household members, up to one (1) day for each occurrence.

F. Illness of a child.

G. Illness of relatives or household members, up to five (5) days for each occurrence or as extended by the appropriate bureau chief/director.

H. A death of any relative that requires the employee's absence from work. Sick leave use for bereavement is limited to three (3) days or as extended by the Employer for travel. Relatives are defined for this purpose as spouse, significant other, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of the employee's spouse or significant other.

12.3 ~~Use of Compensatory Time or Annual Leave~~ Other Paid Time Off for Sick Leave Purposes

The Employer may allow an employee who has used all of his or her sick leave to use compensatory time, exchange time, holiday credits or annual leave for sick leave purposes. All compensatory time, exchange time, holiday credits or annual leave requests for sick leave purposes will indicate that the ~~compensatory time or annual leave~~ paid time off is being requested in lieu of sick leave.

12.4 Sick Leave Annual Cash Out

Each January, employees are eligible to receive cash on a one (1) hour for four (4) hours basis for ninety-six (96) hours or less of their accrued sick leave, if:

A. Their sick leave balance at the end of the previous calendar year exceeds four hundred eighty (480) hours;

B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred eighty (480) hours; and

1
2 C. They notify the payroll office by January 31st that they would like to
3 convert their sick leave hours earned during the previous calendar year,
4 minus any sick leave hours used during the previous year, to cash.

5
6 All converted hours will be deducted from the employee's sick leave
7 balance.
8

9 **12.5 Sick Leave Separation Cash Out and VEBA**

10 At the time of retirement from state service or at death, an eligible employee or
11 the employee's estate will receive cash for his or her total sick leave balance on a
12 one (1) hours for four (4) hours basis. For the purposes of this Section, retirement
13 shall not include "vested out of service" employees who leave funds on deposit
14 with the retirement system. In accordance with state and federal law, employees
15 in the bargaining unit may agree to form a Voluntary Employee Beneficiary
16 Association (tax-free medical spending account) funded by the retiree sick leave
17 cash out described above.
18

19 **12.6. Workers' Compensation**

20 Any employee who is off work due to an injury compensable under the
21 Washington Workers' Compensation Act will receive compensation under the
22 Act (i.e., time-loss payments). However, employees, including those on
23 Temporary Disability Leave (TDL), cannot receive both time-loss payments and
24 regular salary or wages. Regular salary or wages include sick leave and TDL, but
25 exclude other paid leave such as annual leave, compensatory time, and legal
26 holidays. The agency must recover the time-loss payments employees receive
27 when they use sick leave or TDL.
28
29

TENTATIVE AGREEMENT

ARTICLE 13

OTHER LEAVES OF ABSENCE

13.1. Leave Without Pay

A. Requests for leave without pay shall be submitted on a Time and Activity Report with an IOC of explanation at least thirty (30) days prior to the first day of the requested leave. Requests for leave without pay for fifteen (15) days or less may be authorized by the appropriate bureau chief/director. Leave without pay exceeding fifteen (15) consecutive calendar days shall require the approval of the Chief.

B. Leave without pay exceeding fifteen (15) consecutive calendar days shall cause the employee's anniversary and periodic increment dates to be moved forward in an amount equal to the duration of the leave without pay, unless the leave without pay is taken for:

1. Military service,
2. Compensable work-related injury or illness leave,
3. Temporary disability leave, or
4. Educational leave, contingent upon successful completion of the coursework.

1 C. Employees on leave without pay shall be allowed to retain their leave
2 balances and to use whatever amount of leave per month is necessary in
3 order to maintain Employer-paid medical and dental benefits.
4

5 **13.2. Civil Leave**

6 Civil leave may be allowed for employees to serve as members of a jury, take
7 examinations for state positions, or perform other civil duties.
8

9 **13.3. Military Leave**

10 Paid leave not to exceed fifteen (15) work days in a calendar year shall be allowed
11 an employee ordered to active training duty in any organized reserve or armed
12 forces of the United States. The leave shall be recorded as follows:
13

14 A. A Time and Activity Report for the period of time requested shall be
15 submitted. In addition, a copy of the military order or drill orders (if
16 available) will be submitted with the Time and Activity Report. If the
17 military order or drill orders are not available prior to the employee going
18 on military leave, the military order or drill orders shall be submitted when
19 the employee returns from leave.
20

21 B. Any regular days off shall not be included in the military leave. Holidays
22 that fall within the training period shall not be counted as military leave.
23

24 C. Any portion of the allotted military leave hours not used for training
25 periods may be taken to attend monthly meetings of military units.
26 Employees shall provide a schedule of military monthly meetings to their
27 supervisor at least thirty (30) days in advance.
28

- 1 D. If employees do not have enough military leave to cover training periods
2 or meetings, other leave accruals, except sick leave, may be used.
3 Employees may take leave without pay for such training periods.
4

5 **13.4. Educational Leave**

6 Educational leaves of absence without pay may be granted at the discretion of the
7 Chief, subject to the following provisions:
8

- 9 A. No employee shall be eligible while on probation.
10
11 B. The leave of absence shall be for the purpose of full-time attendance at an
12 accredited college or university.
13
14 C. The employee shall provide Human Resource Division with a quarterly or
15 semester transcript of grades and proof of registration (C average or better,
16 or equivalent, required for continuation of the leave).
17
18 D. No employee shall be permitted to contribute to, nor withdraw from, the
19 retirement system while on educational leave.
20
21 E. Employees shall not exercise authority as a police officer during the leave.
22 Any employee returning from leave may be disciplined by the Employer
23 for actions taken during the leave, provided the discipline meets the
24 standards for discipline contained in agency regulations.
25
26 F. Educational leaves of absence shall be for one (1) year or less, subject to
27 revocation or renewal by the Chief.
28

1 G. The provisions of this Section do not apply to the attendance of Employer-
2 selected employees at a command college or other professional command
3 school.
4

5 **13.5. Pregnancy/Parental Leave**
6

7 A. Maternity Leave, Newborn Care, or Adoptive Care

8 Pregnancy is not an unexpected incident in the life of a woman and will
9 not in any way limit her job opportunities or penalize her in terms or
10 conditions of employment.
11

12 B. Limited Duty

13 Illness or disabilities caused or contributed to by pregnancy, miscarriage,
14 childbirth, and recovery are considered a temporary condition. The
15 Employer will make a reasonable effort to provide a limited-duty
16 assignment for the employee who cannot perform the essential functions
17 of her job because of illness or disabilities caused or contributed to by
18 pregnancy, miscarriage, childbirth, and recovery. The physical demands of
19 the assignment shall be considered along with recommendations from the
20 employee's health care provider.
21

22 C. Notification of Pregnancy

23 As soon as a female employee realizes she is pregnant, she shall submit an
24 IOC through the chain of command and a written statement from her
25 health care provider, including the following:
26

27 1. Verification of pregnancy;

28
29 2. Anticipated delivery date;
30

3. Ability to perform full or limited duties.

D. Change in Medical Status

If the employee's medical status changes, requiring changes to duty assignment, a written statement from her health care provider is required immediately.

E. Ninety (90) Day Notice

The employee shall submit an additional IOC ninety (90) days prior to taking parental leave outlining her leave plans. This shall be waived if some complication occurs and the employee is unable to work prior to the ninety (90) day date.

F. Human Resource Division

It shall be the responsibility of the employee to contact the Human Resource Division concerning the effect the parental leave of absence without pay may have upon any employee benefits and for insurance information.

G. Return to Duty

Employees returning from parental leave shall give two (2) weeks' advance notice and shall be reassigned to the same job classification and commissioned rank in an area not requiring a change of residence.

13.6. Physician's Statement

Employees requesting Temporary Disability Leave shall submit to the Chief, through the chain of command, a written statement from their physician verifying their condition, recommending limited duty or leave of absence, and describing their limitations and prognosis. The Chief may refer employees for additional

1 evaluation of their condition. A written medical release from a physician shall be
2 submitted prior to an employee's return to full or limited duty.
3

4 **13.7. Temporary Limited Duty and Long Term Limited Duty**

5 The following provisions shall govern temporary limited duty and long term
6 limited duty assignments.
7

8 A. Definitions
9

10 1. "Active service," "line duty," "other duty," and "disability" shall
11 have the respective meanings set forth in WAC 446-40-020 in
12 effect as of the date of this Agreement.
13

14 2. "Temporary Limited Duty" shall mean an active service
15 assignment for an employee incapable due to a disability of
16 performing line duty but capable of performing other duty of a
17 "light" or "modified" nature consistent with the operation of the
18 Employer. Temporary limited duty is the time period before an
19 employee is considered "fixed and stable."
20

21 3. "Fixed and stable" shall mean the point reached when a disability
22 is unlikely to be significantly improved by further medical
23 treatment and the employee is not reasonably expected to be able
24 to return to line duty; typically referred to as permanent.
25

26 4. "Work hardening" shall mean a process approved by the
27 employee's physician and, if necessary, by the Employer's
28 physician after an independent medical examination as part of
29 rehabilitation designed to facilitate an employee's return to line
30 duty if possible.

1
2 5. "Long Term Limited Duty" shall mean a permanent limited duty
3 assignment for an employee whose condition is "fixed and stable."
4

5 B. Obligation to provide

6 The Employer shall offer temporary limited duty and long term limited
7 duty assignments to employees if the Chief determines that appropriate
8 work is available.
9

10 1. Temporary Limited Duty. Employees on temporary limited duty
11 assignments may be permitted to use the Employer's vehicle for
12 commuting purposes. Temporary limited duty assignments shall
13 not require a change in residence.
14

15 2. Long Term Limited Duty. Long term limited duty means a
16 permanent position for an employee whose condition is "fixed and
17 stable." The Employer shall use reasonable efforts to provide a
18 Long Term Limited Duty assignment within fifty (50) miles of the
19 employee's current residence. If after using reasonable efforts the
20 Employer is unable to provide a Long Term Limited duty
21 assignment within the fifty (50) mile distance and the Employer
22 decides to offer an assignment outside that limit which the
23 employee accepts, then the employee shall comply with the
24 residence requirement and the Employer shall reimburse the
25 employee's moving costs in accordance with the Office of
26 Financial Management guidelines.
27

28 C. Procedure

29 An employee requesting any limited duty assignment shall submit the
30 request by IOC through the chain of command. Provided the Chief

1 determines that appropriate work is available, the Human Resources
2 Division shall coordinate selection of the assignment with the employee's
3 attending physician and, if necessary, with the Employer's physician after
4 an independent medical examination. An employee shall have the option
5 to accept a limited duty position that is approved by his/her attending
6 physician and, if necessary, by the Employer's physician after an
7 independent medical examination, and that is in compliance with this
8 Agreement. An employee who has accepted a limited duty assignment
9 must participate in a work hardening program approved by his/her
10 attending physician and, if necessary, by the Employer's physician after an
11 independent medical examination.
12

13 D. Return to Line Duty

14 A temporary limited duty or long term limited duty assignment will end
15 when the employee is certified as capable of return to line duty by his/her
16 physician and if necessary, when an independent medical examination
17 ordered by the Employer determines that the employee is capable of return
18 to line duty.
19

- 20 1. When an employee returns to line duty from temporary limited
21 duty the employee shall be returned to his/her former assignment.
22
- 23 2. Lieutenants who are returned from a long term limited duty
24 assignment shall be allowed to return to either an assignment in the
25 same geographical area of their long term limited duty assignment
26 or to the district of their previous field force line assignment if a
27 lieutenant vacancy exists in that district.
28
- 29 3. If an employee on temporary limited duty does not improve to a
30 point permitting return to line duty, i.e., the employee's condition

1 is fixed and stable, then the Chief will either: (1) place the
2 employee on long term limited duty; or (2) place the employee on
3 disability as provided in WAC 446-40-040.
4

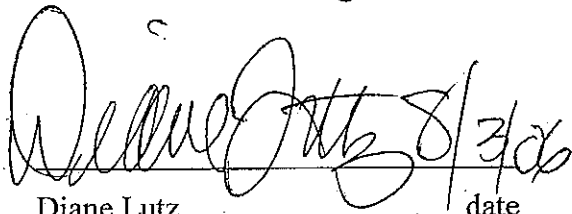
5 E. Use of equipment

6 When an employee is placed on long term limited duty the Human
7 Resources Division shall determine the use of the Employer's vehicles and
8 wearing of the uniform. Any changes to the Employer's take home
9 vehicle policy with respect to employees in long term limited duty
10 assignments will be handled in accordance with Article 4.6, Mandatory
11 Subjects.
12

13 **13.8 Retirement Counseling**

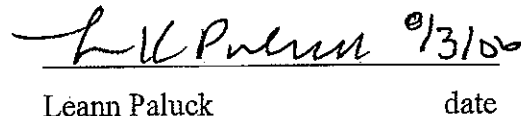
14 The Employer shall sponsor at least two (2) retirement planning programs
15 annually. Such programs shall be a minimum of four (4) hours in duration and
16 shall be offered to all employees regardless of years of service. During their
17 employment with the Washington State Patrol, employees shall be allowed to
18 attend up to two (2) such programs in paid status.
19
20
21

22 For the State of Washington:

23 
24
25
26 Diane Lutz date

27 Chief Spokesperson
28

For the Association:


Leann Paluck date

Chief Spokesperson